

**MEMORANDUM OF AGREEMENT:
EARLY RETIREMENT OR RESIGNATION INCENTIVE PLAN**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 2909 and Education Minnesota Rock Ridge #7394.

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions for teachers employed by the District; and

WHEREAS, the District would like to offer eligible teachers a one-time early retirement or resignation incentive that would be in addition to any retirement benefits, insurance benefits, or severance provided under the 2023-2025 CBA between the District and the Union; and

WHEREAS, the District’s reasons for offering a one-time early retirement or resignation incentive are to protect jobs, to provide greater stability in the workplace, to improve staff morale, and to improve the District’s financial status;

NOW, THEREFORE, the District and the Union agree as follows:

1. **Eligibility.** To be eligible for the severance payment provided under this MOA, a teacher must meet all of the following requirements:
 - a. On or before 4:00 p.m. on March 20, the teacher must use the attached form to apply for the severance or retirement payment and to submit an irrevocable notice of retirement or resignation, effective June 30, 2025, to the Superintendent.
 - b. The teacher must be one of the first ten (10) otherwise eligible teachers to submit the attached form to the Superintendent.
 - c. The teacher must have at least ten (10) years of teaching service in the District.
 - d. The teacher must be licensed, in good standing, and a member of the teachers collective bargaining unit through June 30, 2025. A teacher who is discharged for cause or who resigns after receiving notice that the District intends to initiate termination or discharge proceedings, is not in good standing for purposes of this MOA.
2. **Severance Payment.** On or before June 30, 2025, the District will make a one-time payment in the amount of ten thousand dollars and zero cents (\$10,000). This payment is in addition to any severance, retirement, insurance, or other benefits described in the CBA.
3. **Limitation.** The District’s obligation to make the payment described in the preceding paragraph of this MOA is subject to all Federal and State laws. If the payment under this MOA plus the amount of any severance under the CBA (excluding payments for accumulated sick leave, if any) exceeds the teachers annual pay for 2024-2025, the payment under this MOA will be reduced in compliance with Minnesota Statutes section 465.72 so that the total amount of severance does not exceed the teachers annual pay for 2024-2025

4. **Future Employment.** Teachers who accept the benefit provided under this MOA may apply for full-time employment with the District in the future.
5. **Sunset.** This MOA provides a “one-time” benefit and will sunset on March 21, 2025.
6. **Separate from CBA and No Precedent.** Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOA or submit it in any proceeding or case as evidence of a precedent or practice other than the enforcement of this MOA
7. **Entire Agreement.** This MOA constitutes the entire agreement between the parties related to the early retirement or resignation incentive provided under this MOA. Neither party has relied on any statements, promises, or representations that are not stated in this MOA. The terms of this MOA supersede any and all prior agreements between the parties related to the early retirement incentive provided under this MOA. No amendments or modifications of this MOA will be valid unless they are in writing and signed by both parties. A copy of this MOA will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures. This MOA will not become effective unless and until it is approved by the District’s School Board and is signed by both parties.

Education Minnesota Rock Ridge #7394

Union President

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 2909

School Board Chair

Date: _____

School Board Clerk

Date: _____

Member _____ introduced the following Resolution and moved its adoption:

**RESOLUTION APPROVING RETIREMENT FOR THOSE TEACHERS WHO
APPLIED FOR THE EARLY RETIREMENT INCENTIVE**

WHEREAS, Independent School District No. 2909 and Education Minnesota Rock Ridge #7394 entered into a Memorandum of Agreement (“MOA”) providing a voluntary, one-time early retirement or resignation incentive for teachers who meet specific eligibility requirements and retire effective at the end of the 2024-2025 school year; and

WHEREAS, the Board has reviewed the list of the eligible teachers who applied for the early retirement incentive and the amount of the benefit that will be paid to them;

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 2909 as follows: The Board hereby approves the retirements or resignation of the following teachers who have applied for the early retirement incentive outlined in the MOA, with the retirements or resignations being effective at the end of the 2024-25 school year: [teacher NAMES].

The motion for the adoption of this Resolution was made by _____, and was duly seconded by _____. Upon a vote being taken, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted.

I, _____ retire or resign from the Rock Ridge Public Schools, effective after June 30, 2025.

I understand that I will receive a \$10,000 retirement or resignation payment by notifying the superintendent of the Rock Ridge Public Schools by 4:00 p.m. on Thursday, March 20, of my intention to retire or resign my position. I understand this decision on my part is irrevocable.

This retirement or resignation is contingent upon the school board approval of the MOA during their regularly scheduled board meeting on Monday, March 24.

[Signed]

[Date]